ACCESS AND AVAILABILITY

1. General Requirement

Contractor shall ensure that each Member has a Primary Care Provider who is available and physically present at the service site for sufficient time to ensure access for the assigned Member upon request by the Member or when medically required.

Contractor shall ensure Members access to Specialists for Medically Necessary Covered Services. Contractor shall ensure adequate staff within the Service Area, including Physicians, administrative and other support staff directly and/or through Subcontracts, sufficient to assure that health services will be provided in accordance with Title 22, CCR, Section 53853(a) and consistent with all specified requirements.

2. Existing Patient-Physician Relationships

Contractor shall ensure that no traditional or safety-net provider, upon entry into the Contractor's network, suffers any disruption of existing patient-physician relationships, to the maximum extent possible.

3. Access Requirements

Contractor shall establish acceptable accessibility standards in accordance with Title 28, Section 1300.67.2.1 and as specified below. DHS will review and approve standards for reasonableness. Contractor shall communicate, enforce, and monitor providers' compliance with these standards.

A. Appointments

Contractor shall implement and maintain procedures for Members to obtain appointments for routine care, Urgent Care, routine specialty referral appointments, prenatal care, children's preventive periodic health assessments, and adult initial health assessments,. Contractor shall also include procedures for follow-up on missed appointments.

B. Routine Speciality Referral

Contractor shall ensure that a Member needing a routine specialty referral receives an appointment within 30 days of request.

C. First Prenatal Visit

Contractor shall ensure that the first prenatal visit for a pregnant Member will be available within two (2) weeks upon request.

D. Waiting Times

Contractor shall develop, implement, and maintain a procedure to monitor waiting times in the providers' offices, telephone calls (to answer and return), and time to obtain various types of appointments indicated in subparagraph A. Appointments, above.

E. Telephone Procedures

Contractor shall require providers to maintain a procedure for triaging Members' telephone calls, providing telephone medical advice (if it is made available) and accessing telephone interpreters.

F. Urgent Care

Contractor shall ensure that a Member needing Urgent Care will be seen within 48 hours upon request.

G. After Hours Calls

At a minimum, Contractor shall ensure that a Physician or an appropriate licensed professional under his/her supervision will be available for after-hours calls.

H. Unusual Specialty Services

Contractor shall arrange for the provision of seldom used or unusual specialty services from specialists outside the network if unavailable within Contractor's network, when determined Medically Necessary.

4. Access to Services to Which Contractor or Subcontractor Has a Moral Objection

Contractor shall arrange for the timely referral and coordination of covered services to which the Contractor or subcontractor has religious or ethical objections to perform or otherwise support. Contractor shall demonstrate ability to arrange, coordinate and ensure provision of services through referrals at no additional expense to DHS. Contractor shall identify these services in the Member Services Guide.

5. Standing Referrals

Contractor shall provide for standing referrals to specialists in accordance with Health and Safety Code, Section 1374.16.

6. Emergency Care

Contractor shall ensure that a Member with an Emergency Condition, will be seen on an emergency basis and that Emergency Services will be available and accessible within the Service Area 24-hours-a-day.

A. Contractor shall cover emergency medical services without prior authorization pursuant to Title 28, CCR, Section 1300.67(g) and Title 22, CCR, Section 53216. Contractor shall coordinate access to emergency care services in accordance with the Contractor's DHS-approved Emergency Department protocol (see Exhibit A, Attachment 7, Provider Relations).

B. Contractor shall ensure adequate follow-up care for those Members who have been screened in the Emergency Room and require non-emergency care.

C. Contractor shall ensure that a plan physician is available 24 hours a day to authorize Medically Necessary post-stabilization care and coordinate the transfer of stabilized members in an emergency department, if necessary.

7. Nurse Midwife and Nurse Practitioner Services

Contractor shall meet federal requirements for access to Certified Nurse Midwife (CNM) services as defined in Title 22, CCR, Section 51345 and Certified Nurse Practitioner (CNP) services as defined in Title 22, CCR, Section 51345.1. Contractor shall inform Members that they have a right to obtain out-of-plan CNM services .

8. Access to Services with Special Arrangements

A. Family Planning

Members have the right to access family planning services through any family planning provider without Prior Authorization. Contractor shall inform its Members in writing of their right to access any qualified family planning provider without Prior Authorization in its Member Services Guide (see Exhibit A, Attachment 13).

1. Informed Consent

Contractor shall ensure that informed consent is obtained from Medi-Cal enrollees for all contraceptive methods, including sterilization, consistent with requirements of Title 22, CCR, Sections 51305.1 and 51305.3.

2. Out-Of-Network Family Planning Services

Members of childbearing age may access the following services from out of plan family planning providers to temporarily or permanently prevent or delay pregnancy:

a. Health education and counseling necessary to make informed choices and understand contraceptive methods.

b. Limited history and physical examination.

c. Laboratory tests if medically indicated as part of decision making process for choice of contraceptive methods. Contractor shall not be required to reimburse out-of-plan providers for pap smears, if Contractor has provided pap smears to meet the U.S. Preventive Services Task Force guidelines.

d. Diagnosis and treatment of a sexually transmitted disease episode, as defined by DHS for each sexually transmitted disease, if medically indicated.

e. Screening, testing, and counseling of at risk individuals for HIV and referral for treatment.

f. Follow-up care for complications associated with contraceptive methods provided or prescribed by the family planning provider.

g. Provision of contraceptive pills, devices, and supplies.

h. Tubal ligation.

i. Vasectomies.

j. Pregnancy testing and counseling.

B. Sexually Transmitted Diseases (STDs)

Contractor shall provide access to STD services without Prior Authorization to all Members both within and outside its provider network. Members may access out-of-plan STD services through local health department (LHD) clinics, family planning clinics, or through other community STD service providers. Members may access LHD clinics and family planning clinics for diagnosis and treatment of a STD episode. For community providers other than LHD and family planning providers, out-of-plan services are limited to one office visit per disease episode for the purposes of: (1) diagnosis and treatment of vaginal discharge and urethral discharge, (2) those STDs that are amenable to immediate diagnosis and treatment, and this includes syphilis, gonorrhea, chlamydia, herpes simplex, chancroid, Trichomoniasis, human papilloma virus, non-gonococcal urethritis, lymphogranuloma venereum and granuloma inguinale and (3) evaluation and treatment of pelvic inflammatory disease. Contractor shall provide follow-up care.

C. HIV Testing and Counseling

Members may access confidential HIV counseling and testing services through the Contractor's provider network and through the out-of-network local health department and family planning providers.

D. Pregnancy Termination

Contractor shall cover and ensure the provision of therapeutic or elective termination of a pregnancy, including the use of Mifepristone (Mifeprex, RU-486). This service must be provided without medical justification. Contractor may only require prior authorization for provider requests for inpatient hospitalization for the performance of an abortion. Abortion services are not considered a family planning service. Members do not have the right to self-refer to a non-contracting provider for this service.

E. Minor Consent Services

Contractor shall ensure the provision of Minor Consent Services for individuals under the age of eighteen (18). Minor Consent Services shall be available within the provider network and members shall be informed of the availability of these services. Minor consent services are services related to:

- Sexual assault, including rape.
- Drug or alcohol abuse for children twelve (12) years of age or older.
- Pregnancy.

- Family planning.
- Sexually transmitted diseases (STDs), designated by the Director, in children twelve (12) years of age or older.
- Outpatient mental health care for children twelve (12) years of age or older who are mature enough to participate intelligently and where either (1) there is a danger of serious physical or mental harm to the minor or others, or (2) the children are the alleged victims of incest or child abuse.
- Abortion

Minors do not need parental consent to access these services. Although Health and Safety Code Section 123450 requires either parental consent or judicial authorization for a minor to obtain an abortion, this statute was held invalid in American Academy of Pediatrics v. Lungren (1997) 66 Cal.Rptr2d 210, 16 Cal.4th 307, 940 P.2d 797. State law provides minors the right to obtain an abortion without parental consent.

F. Immunizations

Members may access LHD for immunizations. Contractor shall, upon request, provide updated information on the status of Members' immunizations to LHDs. The LHD shall provide immunization records when immunization services are billed to the Contractor.

9. Changes in Availability or Location of Covered Services

Contractor shall provide notification to DHS prior to making any substantial change in the availability or location of services to be provided under this Contract, except in the case of a natural disaster or emergency circumstances. Contractor's proposal to change a physical location at which Covered Services are provided, shall be given to DHS at least sixty (60) days prior to the proposed effective date. In cases of unforeseeable circumstances, notice shall be given within fourteen (14) days prior to the change unless DHS determines that post-change notification is appropriate.

10. Access for Disabled Members

Contractor's Facilities shall comply with the requirements of Title III of the Americans with Disabilities Act of 1990, and shall ensure access for the disabled which includes, but is not limited to, ramps, elevators, restrooms, designated parking spaces, and drinking water provision.

11. Civil Rights Act of 1964

Contractor shall ensure compliance with Title 6 of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, 45 C.F.R. Part 80) which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

12. Cultural and Linguistic Program

Contractor shall have a Cultural and Linguistic Services Program that incorporates the requirements of Title 22, CCR, Section 53876. Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. Contractor shall review and update their cultural and

linguistic services consistent with the group needs assessment requirements stipulated below.

A. Written Description

Contractor shall implement and maintain a written description of its Cultural and Linguistic Services Program, which shall include at minimum the following:

1. An organizational commitment to deliver culturally and linguistically appropriate health care services.

2. Goals and objectives.

3. A timetable for implementation and accomplishment of the goals and objectives.

4. An organizational chart showing the key staff persons with overall responsibility for cultural and linguistic services and activities. A narrative shall explain the chart and describe the oversight and direction to the Community Advisory Committee, provisions for support staff, and reporting relationships. Qualifications of staff, including appropriate education, experience and training shall also be described.

5. Standards and Performance requirements for the delivery of culturally and linguistically appropriate health care services.

B. Linguistic Capability of Employees

Contractor shall assess, identify and track the linguistic capability of interpreters or bilingual employees and contracted staff (clinical and non-clinical).

C. Group Needs Assessment

Contractor shall conduct a group needs assessment of its Members to determine health education needs, cultural and linguistic needs of Members that speak a primary language other than English, and the particular needs of cultural groups within the Service Area. The assessment must include an assessment of both the health and the general literacy level of the population. Contractor shall prepare and submit a report of the findings of the group needs assessment that summarizes the items listed below.

1. The methodologies and findings of the group needs assessment.

2. Identify the linguistic needs of non-English speaking groups, as well as the cultural needs of plan Members.

3. The services proposed to address the needs identified; and, key activities, a timeline for implementation, and the individuals responsible for key areas of the implementation plan.

Contractor shall complete the group needs assessment within six (6) months after commencement of operations under this Contract and submit the report within twelve (12) months after commencement of operations under this

Contract. Contractor shall conduct a new group needs assessment every five years.

D. The results of the group needs assessment shall be considered in the development of any Marketing materials prepared by the Contractor.

E. Cultural Competency

Contractor shall provide cultural competency, sensitivity, or diversity training for staff, providers and subcontractors at key points of contact. The training shall cover information about the identified cultural groups in the Contractor's Service Areas, such as the groups' beliefs about illness and health; methods of interacting with providers and the health care structure; traditional home remedies that may impact what the provider is trying to do to treat the patient; and, language and literacy needs.

F. Program Implementation and Evaluation

Contractor shall develop and implement policies and procedures for assessing the performance of individuals who provide linguistic services as well as for overall monitoring and evaluation of the Cultural and Linguistic Services Program.

13. Linguistic Services

A. Contractor shall comply with Title 22, CCR, Section 53853(c) and ensure that monolingual, non-English-speaking beneficiaries, or limited English proficient Medi-Cal beneficiaries receive 24-hour interpreter services at all provider sites within the Contractor's network, either through telephone language services or interpreters.

B. Contractor shall provide, at minimum, the following linguistic services:

1. Interpreters, signers, or bilingual providers and provider staff.

2. Translated written informing materials, including but not limited to the Member Services Guide, enrollee information, welcome packets, and marketing information. Contractor shall provide translated material in the languages identified in the group needs assessment and in accordance with such timelines.

3. Referrals to culturally and linguistically appropriate community service programs.

4. Telecommunications Device for the Deaf (TDD).

C. Contractor shall provide linguistic services to the following population groups:

1. A population group of mandatory Medi-Cal beneficiaries residing in the Service Area who indicate their primary language as other than English, and that meet a numeric threshold of 3,000.

2. A population group of mandatory Medi-Cal beneficiaries residing in the Service Area who indicate their primary language as other than English and who meet the concentration standards of 1,000 in a single ZIP code or 1,500 in two contiguous ZIP codes.

D. Contractor shall provide linguistic services to the identified Member population groups at key points of contact:

1. In medical care settings: telephone, advice and urgent care transactions, and outpatient encounters with health care providers including pharmacists.

2. In non-medical care setting: Member services, orientations, and appointment scheduling.

14. Community Advisory Committee

Contractor shall form a Community Advisory Committee (CAC) pursuant to Title 22, CCR, Section 53876 (c) that will implement and maintain community partnerships with consumers, community advocates, and Traditional and Safety-Net providers. Contractor shall ensure that the CAC is included and involved in policy decisions related to educational, operational and cultural competency issues affecting groups who speak a primary language other than English.